

# **EXHIBIT 2**

Attorneys' Eyes Only

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

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ORACLE AMERICA, INC.,                    )  
  Plaintiff, )  
  vs.    ) No. CV 10-03561  
GOOGLE, INC.,    )  
  Defendant. )  
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HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

Videotaped Deposition of DANIEL BORNSTEIN,  
taken at 333 Twin Dolphin Drive, Suite 400,  
Redwood Shores, California, commencing at  
9:39 a.m., Monday, May 16, 2011, before  
Ashley Soevyn, CSR No. 12019.

PAGES 1 - 239

Page 1

Attorneys' Eyes Only

1 think there was -- basically, that was part of the  
2 contract.

3 Q. Other than the contractual obligation that  
4 put Google put in with this contract with Noser,  
5 what other steps did Noser -- sorry. 16:08:00

6 Other than the contractual obligation in  
7 the Google Noser contract, what other steps did  
8 Google take to ensure Noser did not use Sun  
9 proprietary information to develop the work -- to  
10 develop Java libraries?

11 A. I don't know what all -- what else was done  
12 offhand.

13 Q. Did Noser ever use any Sun proprietary  
14 information in implementing libraries? 16:08:28

15 A. I don't know.

16 Q. Did Noser consult any version of the J2SE  
17 1.5 to develop its Java libraries for Google?

18 A. I don't know. I mean, I know what the  
19 contract says and I know what our intent was, but I  
20 wasn't sitting over their shoulders while that was  
21 all happening.

22 Q. Did Google consult any J2SE 1.5  
23 documentation to evaluate the work it got from  
24 Noser?

25 A. So we -- 1.5, I'm not 100 percent sure. I 16:09:00

Page 160

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1 know we had -- again, we had the printed materials,  
2 we had some amount of Javadoc, and we also had sort  
3 of the evidence of, say, what, for example, the  
4 classpath, what other implementations did. 16:09:27

5 Q. What Sun origin materials did the Android  
6 team have with respect to J2SE 1.5?

7 A. So again, I think there's, like, the  
8 printed books, Javadoc. I don't -- I don't know  
9 that there was anything else.

10 Q. You know that the Javadoc is copyrighted? 16:10:00

11 A. I understand it was copyrighted.

12 Q. Why would you use the Javadoc copyright to  
13 develop the Dalvik core libraries?

14 MR. BABER: I would object to the witness  
15 not to include in his answer any understanding he  
16 may have as a result of conversation with counsel.

17 THE WITNESS: I'm not a lawyer, but the 16:10:27  
18 understanding that I had at the time was that that  
19 was reasonable documentation to use to gain  
20 understanding about the idea of an API.

21 BY DR. PETERS:

22 Q. At the time, referring to, say, in early  
23 2007, what was the source of your understanding that  
24 it was that you could use documentation to gain 16:10:55  
25 understanding of the idea of an API?

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1 A. I don't know specifically.

2 Q. At the time, did you have -- receive any  
3 advice of counsel about what materials you could or  
4 could not look at to develop Android?

5 A. So I have had discussions with lawyers on  
6 and off throughout my career. I don't know how much 16:11:23  
7 I can say about the content of those.

8 MR. BABER: Instruct the witness to not say  
9 anything about the content of discussions.

10 THE WITNESS: Okay.

11 BY DR. PETERS:

12 Q. Did you see the -- were you ever advised 16:11:43  
13 by counsel that it was permissible to use a Javadoc  
14 to develop Android?

15 MR. BABER: Object and instruct the witness  
16 not to answer the question on the grounds of  
17 privilege.

18 BY DR. PETERS:

19 Q. Will you follow your counsel's  
20 instructions?

21 A. I will follow my counsel's instructions.

22 Q. Besides -- other than potential advice of  
23 counsel, what other sources of understanding did you 16:12:27  
24 have about using Sun documentation to develop  
25 Android?

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1 STATE OF CALIFORNIA ) ss:

2 COUNTY OF MARIN )

3 I, ASHLEY SOEVYN, CSR No. 12019, do hereby  
4 certify:

5 That the foregoing deposition testimony was  
6 taken before me at the time and place therein set  
7 forth and at which time the witness was administered  
8 the oath;

9 That the testimony of the witness and all  
10 objections made by counsel at the time of the  
11 examination were recorded stenographically by me,  
12 and were thereafter transcribed under my direction  
13 and supervision, and that the foregoing pages  
14 contain a full, true and accurate record of all  
15 proceedings and testimony to the best of my skill  
16 and ability.

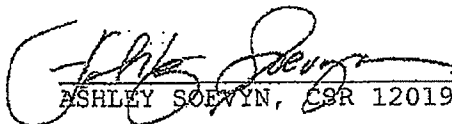
17 I further certify that I am neither counsel for  
18 any party to said action, nor am I related to any  
19 party to said action, nor am I in any way interested  
20 in the outcome thereof.

21 IN THE WITNESS WHEREOF, I have transcribed my  
22 name this 19th day of May, 2011.

23

24

25

  
ASHLEY SOEVYN, CSR 12019

Page 230